

CR-1945-2021

*Date of Decision:- 17.09.2021*

AVTAR SINGH

...Petitioner

Verses

MOHINDER SINGH AND OTHERS

... Respondents

***CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL***Present: Mr. Atam Prakash Setia, Advocate  
for the petitioner.

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**SUDHIR MITTAL, J.(Oral)**

Suit for specific performance of agreement to sell dated 21.03.2014 has been filed in which vide order dated 26.07.2021, the learned Addl. Civil Judge (Sr. Division) Garhshankar, has impounded the original of the agreement to sell and has directed plaintiff-petitioner to pay deficit stamp duty plus ten times of the deficit amount as penalty.

Perusal of the aforementioned order shows that reliance has been placed upon provisions of the Indian Stamp Act, 1899, as amended by the State of Punjab. It has been held that where an agreement to sell is executed and possession is also handed over, the agreement to sell is required to be registered upon payment of stamp duty as payable on execution of a sale deed. That possession was handed over, has been inferred from the recital in the agreement to sell.

Learned counsel for the petitioner submits that jamabandi for the year 2013-14 (Annexure P-1) shows that possession was not handed over. Thus, the trial Court was in error in passing the impugned order.

In the absence of any other record, the jamabandi may be

considered as a document of title in respect of agricultural land. However, the same cannot be relied upon for establishing possession. From the perusal of document Annexure P-1, I cannot infer that possession remained with the plaintiff-petitioner.

In view of the above, there is no merit in the revision petition, hence, the same is dismissed.

17.09.2021  
Neelam

(SUDHIR MITTAL)  
JUDGE

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|----------------------------|--------|
| Whether speaking /reasoned | Yes/No |
| Whether Reportable         | Yes/No |